

Vol. 1190-846

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GREENVILLE
JUN 21 1983
JONAS

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

THIS INDENTURE, Made and entered into this 23rd day of May, 1983, between THE ATLANTIC LAND & IMPROVEMENT COMPANY, a Virginia corporation, hereinafter referred to as Grantor, and ARKON CORPORATION, a South Carolina corporation, whose mailing address is Post Office Box 7676, Greenville, South Carolina, 29610, hereinafter referred to as Grantee,

WITNESSETH: That the Grantor, for and in consideration of One Dollar to it in hand paid, the receipt of which is hereby acknowledged, and of the covenants upon the part of Grantee to be kept and performed, as hereinafter expressed, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee a temporary non-exclusive easement, for access purposes, across the following described parcel of land lying and being near Simpsonville, Greenville County, South Carolina, to wit:

That certain strip of land 130 feet x 1,140 feet x 130 feet, more or less, x 1,158.10 feet in size as particularly shown outlined in red on the print attached hereto and made a part hereof.

Subject, However, to existing utilities located within the limits of said strip of land. (NOTE: The above described easement area is bordered by an aboveground electric transmission line along its northwesterly boundary and by a sub-grade petroleum pipeline along its southeasterly boundary.)

And the parties hereto mutually agree as follows:

1. Grantor does not guarantee the condition of said strip of land.
2. Grantee hereby agrees that Grantee's use of said strip of land will be in conjunction with the use thereof by Grantor, Grantor's successors, assigns, employees, tenants and patrons, and that such use will not adversely interfere with the use thereof by said parties.
3. Grantor reserves the right, if it so desires, to construct trackage across said land, and to modify and alter the location of the non-exclusive easement hereby granted for any business purpose whatsoever.
4. Grantee will not use said land for any other purpose than that specified herein.
5. Grantee agrees to indemnify and hold harmless Grantor, its successors or assigns, for liability, loss, damage or injury, and including attorneys' fees, in case of litigation from any act or omission of Grantee, Grantee's employees and invitees and to the person or property of any other person or corporation, while using said land.
- 6(a). During the continuance of this agreement, the Grantee shall furnish the Grantor a Certificate of Insurance showing that the Grantee carries liability insurance applicable to the job in question (evidencing said applicability by a contractual liability endorsement stating that the insurance is applicable to the obligations assumed by the Grantee under the agreement with Grantor) in the amount of \$2,000,000.00 for all personal injuries, death, or property damage, per occurrence arising during the policy period.

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